SOLICITATION, OFFER AND AWARD						1. This Contract Is A Rated Order Under DPAS (15 CFR 700) Rating DOA4 Page 1 of 54					of 54						
2. Conti	ract No.			Solicitation			4. T	Type of So	licitation		5. Date 1	Issued		6. Requis	ition/Pur SEE SCH) .
7. Issued	d By				Code	W56HZV	8. A	Address O	ffer To (If	Other	Than Iten	n 7)	I				
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10 U.S.C. 2304(c)					(4 copies unless otherwise specified) 25. Payment Will Be Made By Code												
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Name of Offeror or Contractor:

SECTION	Δ	_	SUPPLEMENTAL	TNFORMATION

	Regulatory Cite	Title	Date	
A-1	52.204-4016	TACOM-WARREN ELECTRONIC CONTRACTING	MAR/2001	
	(TACOM)			

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at http://contracting.tacom.army.mil/ebidnotice.htm for more information. Any requirements included in the solicitation take precedence
- over guidance found on the TACOM contracting web page.

 (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we

provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site,

follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or

'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at http://www.ecrc.ctc.com

[End of Clause]

A-2 52.214-4003 ALL OR NONE (TACOM)

MAR/1998

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

[End of Clause]

A-3 52.215-4854 PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS (TACOM) SOLICITATION/REQUEST

 $\mathtt{JUL}/\mathtt{2002}$

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of provision]

A-4 52.242-4021 NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL JUL/1999
(TACOM) ADMINISTRATION

During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA for placement of delivery orders under this contract. Administration of this contract may also be transferred to such agencies, including DSC/DLA.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 3 of 54
CONTINUATION SHEET	PIIN/SIIN DAAE07-02-R-M100 MOD/AMD	

- 1. TDP is competitive
- 2. The FOB Point for all clins under this 5 year IDIQ solicitation is Origin.
- 3. This solicitation is unrestricted as to the size of business that may submit an offer.

*** END OF NARRATIVE A 001 ***

Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-M100 MOD/AMD

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	SUPPLIES OR SERVICES AND PRICES/COSTS:				
	IN THE FOUR DIGIT ITEM NUMBERS				
	(CLINS) THAT FOLLOW, THE NUMBERING SYSTEM				
	THAT IS USED IS AS FOLLOWS:				
	THE FIRST THREE DIGITS SIGNIFY ITEM AND				
	THE FOURTH (LAST) DIGIT SIGNIFIES THE				
	APPLICABLE ORDERING YEAR, i.e., CLIN 0011				
	IS FOR THE FIRST ITEM - FIRST ORDERING				
	YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE				
	FIRST ITEM - THIRD ORDERING YEAR, ETC.				
	THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH				
	PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES,				
	OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g.				
	0016 (5 YEAR LONG TERM CONTRACT) OR 0014				
	(3 YEAR LONG TERM CONTRACT). IF MORE THAN				
	ONE ITEM IS BEING PROCURED, THE NUMBERS WILL				
	BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE				
	LONG TERM CONTRACT.				
	THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:				
	202102101111011111111111111111111111111				
	FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE				
	OF AWARD PLUS 364 DAYS.				
	SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS				
	THROUGH 729 DAYS AFTER CONTRACT AWARD.				
	THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS				
	THROUGH 1,094 DAYS AFTER CONTRACT AWARD.				
	FOURTH ORDERING YEAR OF THE CONTRACT IS 1,095				
	DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.				
	FIFTH ORDERING YEAR OF THE CONTRACT IS 1,460				
	DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.				
	NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL				
	ORDER IS THE PRICE FOR THE ORDERING YEAR IN				
	WHICH THE ORDER IS ISSUED. THE DELIVERY DATE				
	DOES NOT DETERMINE THE ORDERING YEAR.				
	The information presented below applies to Item No. 0011 Through 0015:				
	Toom No. 0011 Intough 0013.				
	Minimum 5 Year Quantity: 138 EACH				
	(This will be ordered at the time of the basic				
	contract award).				
	Maximum 5 Year Quantity: 2,818 EACH				
	(Inclusive of Option Years, if applicable)				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ONLY THE MINIMUM 5 YEAR QUANTITY IS				
	GUARANTEED.				
	NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL				
	AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH				
	PROGRAM FACTORS BUILT IN AND A 25% INCREASE				
	PER YEAR.				
	THIS BUY IS CROSS REFERENCED TO				
	PRON: EH24R212EH				
	(For Internal Purposes Only).				
		*****	*****	*******	****
		*****	******	*******	*****
		CAUTION	OFFER	ORS MUST SUBMIT (FFERS
				IN ACCORDANCE WIT	
				TLED "ELECTRONIC PONSE TO THIS SOI	
			l .	0). (SEE SECTION	

	(End of narrative A001)				
0011	Supplies or Services and Prices/Costs				
	FIRST CONTRACT YEAR	EST 943	EA	\$	\$
	NSN: 3040-01-286-7746				
	NOUN: PLATE, BACKING, BRAKE				
	FSCM: 19207				
	PART NR: 12364307				
	SECURITY CLASS: Unclassified				
	Description/Specs./Work Statement				
	TOP DRAWING NR: 12364307				
	DATE: 09-AUG-2002				
	Packaging and Marking				
	PACKAGING/PACKING/SPECIFICATIONS:				
	SEE PACKAGING REQUIREMENT SHEET				
	UNIT PACK: EA INTERMEDIATE PACK: 001				
	LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
0012	Supplies or Services and Prices/Costs				
	SECOND CONTRACT YEAR	EST 469	EA	\$	\$
	NSN: 3040-01-286-7746				
	NOUN: PLATE, BACKING, BRAKE				
	FSCM: 19207				

Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-M100 MOD/AMD

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PART NR: 12364307				
	SECURITY CLASS: Unclassified				
	Description/Specs./Work Statement				
	TOP DRAWING NR: 12364307 DATE: 09-AUG-2002				
	Packaging and Marking				
	PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT SHEET				
	UNIT PACK: EA INTERMEDIATE PACK: 001				
	LEVEL PRESERVATION: Commercial				
	LEVEL PACKING: Commercial				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
0013	Supplies or Services and Prices/Costs				
	FOURTH CONTRACT YEAR	EST 469	EA	\$	\$
	NSN: 3040-01-286-7746				
	NOUN: PLATE, BACKING, BRAKE				
	FSCM: 19207				
	PART NR: 12364307 SECURITY CLASS: Unclassified				
	SECURITI CLASS. Unclassified				
	Description/Specs./Work Statement				
	TOP DRAWING NR: 12364307				
	DATE: 09-AUG-2002				
	Packaging and Marking				
	PACKAGING/PACKING/SPECIFICATIONS:				
	SEE PACKAGING REQUIREMENT SHEET UNIT PACK: EA INTERMEDIATE PACK: 001				
	LEVEL PRESERVATION: Commercial				
	LEVEL PACKING: Commercial				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
0014	Supplies or Services and Prices/Costs				
	FOURTH CONTRACT YEAR	EST 469	EA	\$	\$
	NSN: 3040-01-286-7746				
	NOUN: PLATE, BACKING, BRAKE				
	FSCM: 19207				
	PART NR: 12364307 SECURITY CLASS: Unclassified				
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	Description/Specs./Work Statement				
	TOP DRAWING NR: 12364307				
	DATE: 09-AUG-2002				
	Packaging and Marking				
	PACKAGING/PACKING/SPECIFICATIONS:				
	SEE PACKAGING REQUIREMENT SHEET				

Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-M100 MOD/AMD

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			UNIT PRICE	AMOUNT
UNIT PACK: EA INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
Supplies or Services and Prices/Costs				
FIFTH CONTRACT YEAR	EST 469	EA	\$	\$
NSN: 3040-01-286-7746 NOUN: PLATE, BACKING, BRAKE FSCM: 19207 PART NR: 12364307 SECURITY CLASS: Unclassified				
Description/Specs./Work Statement TOP DRAWING NR: 1236 DATE: 09-AUG-2002				
Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT SHEET UNIT PACK: EA INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Supplies or Services and Prices/Costs FIFTH CONTRACT YEAR NSN: 3040-01-286-7746 NOUN: PLATE, BACKING, BRAKE FSCM: 19207 PART NR: 12364307 SECURITY CLASS: Unclassified Description/Specs./Work Statement TOP DRAWING NR: 1236 DATE: 09-AUG-2002 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT SHEET UNIT PACK: EA INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance	LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Supplies or Services and Prices/Costs FIFTH CONTRACT YEAR EST 469 NSN: 3040-01-286-7746 NOUN: PLATE, BACKING, BRAKE FSCM: 19207 PART NR: 12364307 SECURITY CLASS: Unclassified Description/Specs./Work Statement TOP DRAWING NR: 1236 DATE: 09-AUG-2002 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT SHEET UNIT PACK: EA INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance	LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Supplies or Services and Prices/Costs FIFTH CONTRACT YEAR EST 469 EA NSN: 3040-01-286-7746 NOUN: PLATE, BACKING, BRAKE FSCN: 19207 PART NR: 12364307 SECURITY CLASS: Unclassified Description/Specs./Work Statement TOP DRAWING NR: 1236 DATE: 09-AUG-2002 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT SHEET UNIT PACK: EA INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance	LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Supplies or Services and Prices/Costs FIFTH CONTRACT YEAR EST 469 EA \$

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite	Title	Date	
52.211-4015	CONFIGURATION CONTROL - ENGINEERING CHANGES	JUL/2002	

(a) DEFINITIONS:

(TACOM)

C-1

- (1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.
- (2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.
 - (3) Value Engineering Change Proposal (VECP). A proposal that --
 - (i) Requires a change to the instant contract; and
- (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
 - (A) In deliverable end item quantities only;
 - (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (C) To the contract type only.
 - (4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.
- (b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.
- (c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDDs) which can be found at the following website: http://contracting.tacom.army.mil/engr/engrchange.htm. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.
 - (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is MM.
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.
- (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:
- (i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
 - (ii) Files in Adobe PDF (Portable Document Format).
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.
- (iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.
 - (d) Submittal Procedures for ECPs/VECPs/RFDs.

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- (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
- (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPs, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer Khatiwk@tacom.army.mil and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

- (f) Approval of ECPs, VECPs and RFDs.
- (1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.
- (2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.
 - (3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.
- (g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.
- (h) Reminder Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.
 - (i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.
 - (j) Questions.
- (1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).
- (2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

C-2 52.211-4053 REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING MAR/2000 (TACOM) SUBSTANCES (CIODS)

- (a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.
- (b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: "N/A".
 - (c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can

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CONTINUATION SHEET	PHN/SHN DAAE07-02-R-M100 MOD/AMD	

reach by using this URL: http://contracting.tacom.army.mil/ciods.html

[End of Clause]

C-3 52.211-4008 DRAWING LIMITATION NOV/1993 (TACOM)

- (a) The drawings supplied with this contract are \underline{not} shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:
 - (1) depict the completed (item(s), and
 - (2) serve as the basis for inspection of the completed item(s).
- (b) These drawings DON'T cover intermediate steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.
- (c) $\underline{\text{You are responsible}}$ for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.
- (d) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.247-4003	CLEARANCE AND DOCUMENTATION REQUIREMENTS SHIPMENTS THROUGH THE	MAR/2002
	(TACOM)	DEFENSE TRANSPORTATION SYSTEM (DTS) FROM OCONUS CONTRACTOR FACILITIES (F.O.B. ORIGIN)	

- (a) All shipments to water or air ports for transshipment to (i) destinations in the continental United States (CONUS), or (ii) other areas outside the continental United States (OCONUS), are subject to clearance and documentation procedures in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP).
- (b) Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through the DTS will be marked in accordance with the requirements of MILSTAMP, MIL-STD-129, Military Standard Marking for Shipment and Storage, including bar code markings.

[End of Clause]

D-2 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS JUL/2002 (TACOM)

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

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Name of Offeror or Contractor:

SECTION	E.	_	INSPECTION	ΔND	ACCEPTANCE

	Regulatory Cite	Title	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIESFIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-4025	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENTTACOM QUALITY SYSTEM	OCT/1997
	(TACOM)	REQUIREMENT	

- (a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.
- (b) Your quality system may be based on (i) international quality standards such as the ISO 9000 series, or (ii) military, or (iii) commercial, or (iv) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

[]	ISO 9001
[]	ISO 9002
[]	QS 9000
[]	ANSI/ASQ Q9001
[]	ANSI/ASQ Q9002
[]	Other, specifically

(Note: if you check the "Other" block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "Other," you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

- (c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.
- (d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

E-4 52.246-4028 INSPECTION POINT: ORIGIN FEB/1994 (TACOM)

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT:						
	(Name)					
	(Address)	(City)	(County)	(State)	(Zip)	
SUBCONTRACTOR'S PLANT:	(Name)					
-	(Address)	(City)	(County)	(State)	(Zip)	

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-5	52.247-59	F.O.B. ORIGINCARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-6	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	MAR/2000

- (a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:
- (1) Start deliveries 150 days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered.
 - (i) You'll deliver a minimum of 46 units every 30 days;
 - (ii) You can deliver more than the minimum number of units every thirty days: "at no additional cost to the Government"
 - (2) Delivery is defined as follows:
- (i) FOB Origin Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.
- (ii) <u>FOB Destination</u> Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.
- (3) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.
 - (b) <u>CONTRACTOR'S PROPOSED SCHEDULE</u>:
- (1) I WILL START DELIVERIES ____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, ____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED. DELIVERIES ON SUBSEQUENT DELIVERY ORDERS WILL START ____ DAYS AFTER DELIVERY ORDER AWARD DATE.
- (2) I WILL DELIVER A QUANTITY OF _____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _____ UNITS EVERY 30 DAYS.
- (3) ATTENTION: IF YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DELIVER UP TO A MAXIMUM QUANTITY OF 276 each EVERY 30 DAYS.

[End of Clause]

F-7 52.211-16 VARIATION IN QUANTITY

APR/1984

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
 - (b) The permissible variation shall be limited to:

<u>ZERO</u> percent increase; and <u>ZERO</u> percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

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F-8 52.247-65 F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS JAN/1991

- (a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.
- (b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.
- (c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.
- (d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.
 - (e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-9 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT FEB/2002 (TACOM)

- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
 - (1) Government Bill(s)/Commercial of Lading or US Postal Services;
 - (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
 - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:

52.247-4017

F - 10

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR

JAN/2001

F-10	32.247	-4017 DEFOI ADDRESS I	DEFOI ADDRESS FOR THE APPLICABLE MODE OF SHIPMENIS: IN-THE-CLEAR			
	(TACOM) ADDRESSES				
Rail/	MILSTRIP					
Motor	Address	Rail	Motor	Parcel Post		
SPLC*	<u>Code</u>	Ship To:	Ship To:	Mail To:		
206721/	W25G1U	Transportation Officer	Transportation Officer	Transportation Officer		
209405		Defense Dist Depot	Defense Dist Depot	Defense Dist Depot		
		Susquehanna	Susquehanna	Susquehanna		
		New Cumberland, PA	New Cumberland, PA	New Cumberland, PA 17070-5001		
875670/	W62G2T	Transportation Officer	Transportation Officer	Transportation Officer		
875675		XU Def Dist Depot	XU Def Dist Depot	Dist Depot San Joaquin		
		San Joaquin	San Joaquin	P O Box 96001		
		***** * * * * * * * * * * * * * * * *				

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Name of	Offeror or C	ontractor:			
		25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Stockton, CA 95296-0130	
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021	
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot Culbertson, PA	-	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150	
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000	
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003	

^{***}SPLC indicates $\underline{S} tandard \ \underline{P} oint \ \underline{L} ocator \ \underline{C} ode.$

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot Red River Army Depot Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-2	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-4	252.225-7007	BUY AMERICAN ACTTRADE AGREEMENTSBALANCE OF PAYMENTS PROGRAM	SEP/2001
H-5	252.225-7009	DUTY-FREE-ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	AUG/2000
		COMPONENTS)	
H-6	252.225-7010	DUTY-FREE ENTRYADDITIONAL PROVISIONS	AUG/2000
H-7	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-8	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-9	52.216-18	ORDERING	OCT/1995

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from "Date of Contract Award" through "Five Years from the Date of Contract Award".
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered <u>issued</u> when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

H-10 52.216-19 ORDER LIMITATIONS

OCT/1995

- (a) <u>Minimum order</u>. When the Government requires supplies or services covered by this contract in an amount of less than 138 each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
 - (b) Maximum order. The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of 552 each.
 - (2) Any order for a combination of items in excess of 552 each.
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

H-11 52.204-4005 REQUIRED USE OF ELECTRONIC COMMERCE (TACOM)

MAY/2000

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr2000.com . (In order to be registered to use EDI, you must use the long form for registration.

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Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm

Red River Army Depot: http://www.redriver.army.mil/contracting/Awards

Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
 - (e) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (810) 574-7059.

[End of Clause]

H-12 52.204-4008 REQUIRED USE OF ELECTRONIC DATA INTERCHANGE (EDI)

DEC/1999

- (a) Within 90 calendar days after contract award, the Government may commence issuing orders to the contract. Any modifications and any delivery orders will be delivered electronically to the contractor using Electronic Data Interchange (EDI) via the Federal Acquisition Network (FACNET). Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (b) The CCR registration, including the EDI 838 Trading Partner Profile, may be done electronically at the World Wide Web (WWW) site:

http://www.ccr2000.com

Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.

(c) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at:

http://www.acq.osd.mil/ec/ecip/index.htm

If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. In short, you must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

H-13 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 (TACOM)

MAR/2002

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
 - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

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DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
 - $(c) \quad \text{The DD250 form may be found, in three different formats, on the World Wide Web at $http://web1.whs.osd.mil/icdhome/DD-0999.htm} \\$

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://farsite.hill.af.mil/

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATAMODIFICATIONS	OCT/1997
I-16	52.215-13	SUBCONTRACTOR COST OR PRICING DATA MODIFICATIONS	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-18	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-19	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-20	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-21	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-22	52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES	FEB/2002
I-23	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-24	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-25	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-26	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-28	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE	DEC/2001
		VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	,
I-29	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-30	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-31	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-32	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-33	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-34	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-35	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-36	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-37	52.229-5	TAXESCONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-38	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-39	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-40	52.232-1	PAYMENTS	APR/1984
I-41	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-42	52.232-11	EXTRAS	APR/1984
I-43	52.232-17	INTEREST	JUN/1996
I-44	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-45	52.232-25	PROMPT PAYMENT	FEB/2002
I-46	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-47	52.233-1	DISPUTES	JUL/2002
I-48	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-49	52.242-10	F.O.B. ORIGINGOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-50	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995

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	Regulatory Cite	Title	Date
I-51	52.242-13	BANKRUPTCY	JUL/1995
I-52	52.243-1	CHANGESFIXED-PRICE	AUG/1987
I-53	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-54	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-55	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in	APR/1984
		paragraph (a) of the clause applies in this contract. The agency	
		name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE $\&$	
		ARMAMENTS COMMAND	
I-56	52.248-1	VALUE ENGINEERING	FEB/2000
I-57	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-58	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-59	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-60	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-	MAR/1999
		RELATED FELONIES	
I-61	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-62	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
		THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
I-63	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE	MAR/1998
		GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal	
		Register 27 Mar 98	
I-64	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	OCT/2001
I-65	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-66	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS	APR/1996
		SUBCONTRACTING PLAN (DOD CONTRACTS)	
I-67	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-68	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-69	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-70	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-71	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-72	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-73	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC	SEP/2001
		ENTERPRISES	
I-74	252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
I-75	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-76	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-77	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD	MAR/2000
		CONTRACTS)	
T 770	50.016.00	TANDERTANAME CANAMETERS	OG# /1.005
I-78	52.216-22	INDEFINITE QUANTITY	OCT/1995

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the <u>maximum</u>. The Government shall order at least the quantity of supplies or services designated in the Schedule as the <u>minimum</u>.
- (c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after "Six and one half (6 1/2) years after Contract Award".

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- (a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
 - (b) Evaluation preference.
 - (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
 - (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
 - $[\]$ Offer elects to waive the evaluation preference.
 - (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

I-80 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

- (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Evironmental Protection Agency designates in 40 CFR part 82 as--
 - (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including but not limited to, hydrochlorofluorocarbons.

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Name of Offeror or Contractor:

(]	o) The	e Contract	or shall	label	products	which	contain	or	are	manufactu	ed with	n ozone-depleting	substances	in	the	manner	and	to	the
extent	requ	ired by 42	U.S.C.	7671j()	b), (c),	and (d)	and 40	CFI	R Pai	rt 82, Sub	art E,	as follows:							

WARNING: Contains (or manufactured with, if applicable) _ , a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

T-81 52 244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS MAY/2002

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- (a) Definitions. As used in this clause--
 - (1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.
- (2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

- (1) The contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for contruction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);
- (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-82 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

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Name of Offeror or Contractor:

- (a) Definitions. As used in this clause--
- (1) <u>Central Contractor Registration (CCR) database</u> means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) <u>Data Universal Numbering System (DUNS) number</u> means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) <u>Data Universal Numbering System +4 (DUNS+4) number</u> means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) <u>Registered in the CCR database</u> means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
 - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DOD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr.gov.

[End of Clause]

I-84 252.229-7001 TAX RELIEF

JUN/1997

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offeror insert)

RATE (PERCENTAGE): (Offeror insert)

- (b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.
- (c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

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- (a) Definitions. As used in this clause--
- (1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
 - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
 - (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
 - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
 - (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
 - (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;

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Name of Offeror or Contractor:

- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-
 - (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
 - (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM CONTRACT

DESCRIPTION LINE ITEMS QUANTITY TOTAL

- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

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I-86 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	Regulatory Cite	Title	Date
K-1	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
K-3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS(ALTERNATES I AND II dated OCT 2000)	MAY/2001

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 336992.
- (2) The small business size standard is 1000.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
 - (b) Representations.
 - (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offferor represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that is [] is, [] is not a service-disabled veteran-owned small business concern.
 - (c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - (2) The management and daily business operations of which are controlled by one or more veterans.
 - "Women-owned small business concern," as used in this provision, means a small business concern-

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(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d)for a definition of program eligibility, shall --
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.
 - (e) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision].

The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of	
Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and	
control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in	1
accordance with 13 CFR Part 126; and	

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation i
paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the join
venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the
joint venture:] Each HUBZone small business concern participating in the joint venture shall submit a separate signed cop
of the HUBZone representation.

(f) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]

The offeror shall check the category in which its ownership falls:

]]	Black American.
[]	Hispanic American.
]]	Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
ſ	1	Asian-Pacific American (persons with origins from Burma, Thailand, Malays

ma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

[] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

[] Individual/concern, other than one of the preceding.

[End of Provision]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION K-452.203-2 APR/1985

- (a) The offeror certifies that--
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any

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Name of Offeror or Contractor:

consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
 - (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3)
- (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above (INSERT FULL NAME OF PERSON(S) IN THE OFFEROR'S ORGANIZATION RESPONSIBLE FOR DETERMINING THE PRICES OFFERED IN THIS BID OR PROPOSAL, AND THE TITLE OF HIS OR HER POSITION IN THE OFFEROR'S ORGANIZATION);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

[End of Provision]

K-5

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN

Page 29 of 54

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

FEDERAL TRANSACTIONS

- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23. 1989 that:
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

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THVSIII

K-6

52.204-3

TAXPAYER IDENTIFICATION

OCT/1998

(a) Definitions.

Name of Offeror or Contractor:

- (1) <u>Common parent</u>, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
- (2) <u>Taxpayer Identification Number (TIN)</u>, as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).
[] TIN:
[] TIN has been applied for.
[] TIN is not required because:
[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively
connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal
paying agent in the United States;
[] Offeror is an agency or instrumentality of a foreign government;
[] Offeror is an agency or instrumentality of the Federal Government.
(e) Type of organization.
[] Sole proprietorship;
[] Partnership;
[] Corporate entity (not tax-exempt);
[] Corporate entity (tax-exempt);
[] Government entity (Federal, State, or local);
[] Foreign government;
[] International organization per 26 CFR 1.6049-4;
[] Other:
(f) Common parent.
[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
[] Name and TIN of common parent:
Name:
TIN:

K-7 52.204-5 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS

MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

[End of Provision]

(b) Representation. Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it [] is a women-owned business concern.

[End of Provision]

K-8 52.204-6

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

JUN/1999

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located

Reference No. of Document Being Continued **CONTINUATION SHEET**

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ATTG / 1987

Name of Offeror or Contractor:

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within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

52 207-4

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at http://www.customerservices@dnb.com. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

[End of Provision]

	52.207 1	Economic Foncimics Committee	00112120	1100/ 100/

ECONOMIC DIRCHASE OHANTITY -- SUPPLIES

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotations are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM QUANTITY PRICE QUOTATION TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

[End of Provision]

K-10 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001 52.209-5 AND OTHER RESPONSIBILITY MATTERS

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
 - (i) The Offeror and/or any of its Principals--

(A) [] are [] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B.C.) [Language removed]

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Name of Offeror or Contractor:

(ii

(iii

(D)	[Language removed]	
(E)	[Language removed]	
) [Lang	uage removed]	
) The	Offeror	
[]	has	
[]	has not,	

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) <u>Principals</u>, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN A JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

K-11 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

[] intends
[] does not intend
(Check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks <u>intends</u> in paragraph (a) of this provision, it shall insert in following spaces the required information:

Place of Performance (Street
Address, City, County, State,
ZIP code)

Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent.

COMMINITARY ON CHARGO	Reference No. of Document Being Continued		Page 33 of 54	
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Name of Offeror or Contractor:			<u> </u>	
	[End of Provision]			
K-12 52.222-22 PREVIOUS	CONTRACTS AND COMPLIANCE REPORTS		FEB/1999	
The offeror represents that				
(a) It [] has [] has not				
participated in a previous the clause originally contained in Section No. 11114:	contract or subcontract subject either 310 of Executive Order No. 10925, or	· ·		
(b) It [] has [] has not				
filed all required complian	ce reports; and			
(c) Representations indicating before subcontract awards.	submission of required compliance repo	orts, signed by proposed su	abcontractors, will be obtained	
	[End of Provision]			
K-13 52.222-25 AFFIRMATI	VE ACTION COMPLIANCE		APR/1984	
The offeror represents that				
(a) It [] has developed and [] has not developed	has on file, and does not have on file,			
at each establishment, affi CFR 60-1 and 60-2), or	rmative action programs required by th	ne rules and regulations of	E the Secretary of Labor (41	
(b) It [] has not previousl and regulations of the Secretary of Labor.	y had contracts subject to the written	n affirmative action progra	ams requirement of the rules	
	[End of Provision]			
K-14 52.223-13 CERTIFICA	TION OF TOXIC CHEMICAL RELEASE REPORTI	ING	OCT/2000	

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
 - (b) By signing this offer, the offeror certifies that-
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(The offeror is to check each block that is applicable.)

[] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

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Name of Offeror or Contractor:

[]	(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
[]	(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
[]	(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
]]	(v) The facility is not located within any State of the United States, the District of Columbia,

the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United

[End of Provision]

K-15 52.230-1

COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION

JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

States has jurisdiction.

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:
- [] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:
- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
 - (ii) One copy to the cognizant Federal auditor. (Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _______

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

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Name of Offeror or Contractor:

			Date of Disclosure Statement:
			Name and Address of Cognizant ACO or Federal Official Where Filed:
			The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.
[]	(3)	Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.
[]	(4)	Certificate of Interim Exemption. The offeror hereby certifies that
			(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and
			(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was

Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

Disclosure Statement.

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[] yes

exceeded.

[End of Provision]

K-16 52.247-53 FREIGHT CLASSIFICATION DESCRIPTION

APR/1984

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Name of Offeror or Contractor:

setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and
other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to
determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any
F.O.B. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification
description specified by the Government, which may be different from the classification description furnished below.

FOR FREIGHT CLASSIFICATION PURPOSES, OFFEROR DESCRIBES THIS COMMODITY AS:

[End of Provision]

K-17 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS

DEC/1989

- (a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.
 - (1) To be completed by the offeror:

(i)	Type of "Outer" container: Wood Box, Fiber Box, Barrel, Reel, Drum, Other (Specify)
(ii)	Shipping configuration: Knocked-down, Set-up, Nested, Other (specify);
(iii)	Size of outer container: inches (Length), x inches (Width), x inches (Height) = Cubic FT;
(iv)	Number of items per outer container Each;
(v)	Gross weight of outer container and contents LBS
(vi)	Palletized/skidded Yes No;
(vii)	Number of outer containers per pallet/skid;
(viii)	Weight of empty pallet bottom/skid and sides LBS;
(ix)	Size of pallet/skid and contents;
(x)	Number of outer containers or pallets/skids per railcar *
	Size of railcar
	Type of railcar
(xi)	Number of outer containers or pallets/skids per trailer *
	Size of trailer
	Type of trailer

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

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(i) Rate used in evalua	tion;		
(ii) Tender/Tariff	;		
(iii) Item;			
The guaranteed shipping characteristi requirements, which are specified elsewher surpose of evaluating offers and establish actual shipping characteristics which diff	ing any liability of the successful of	ed shipping characterist: fferor for increased trai	ics will be used only for the asportation costs resulting from
	[End of Clause]		
K-18 252.225-7000 BUY AMERI	CAN ACT - BALANCE OF PAYMENTS PROGRAM	CERTIFICATE	SEP/1999
(a) Definitions. "Domestic end produroduct" have the meanings given in the Bu	ct," "qualifying country," "qualifying y American Act and Balance of Payments		
(b) Evaluation. Offers will be evaluonqualifying country end products.	ated by giving preference to domestic	end products and qualify	ying country end products over
(c) Certifications.			
(1) The Offeror certifies that-			
(i) Each end product, exce	pt those listed in paragraphs (c)(2) c	or (3) of this provision	, is a domestic end product; ar
(ii) Components of unknown or a qualifying country.	origin are considered to have been mi	ined, produced, or manufa	actured outside the United State
	the following end products are qualify	ying country end products	3:
(2) The Offeror certifies that			

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

[End of Provision]

K-19 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION

(List only qualifying country end products.)

MAR/1998

- (a) Does the offeror propose to furnish-
 - (1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or
- (2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if

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Name of Offeror or Contractor:
applicable, the Duty-Free EntryEligible End Products clause of this solicitation?
[] Yes [] No
(b) If the answer in paragraph (a) is yes, answer the following questions:
(1) Are such foreign supplies now in the United States?
[] Yes [] No
(2) Has the duty on such foreign supplies been paid?
[] Yes [] No
(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$
(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.
[End of Provision]
K-20 252.225-7006 BUY AMERICAN ACTTRADE AGREEMENTSBALANCE OF PAYMENTS PROGRAM MAR/1998 CERTIFICATE
(a) Definitions. "Caribbean Basin country end product," "designated country end product," "domestic end product," "NAFTA country end product," "nondesignated country end product," "qualifying country end product," and "U.S. made end product" have the meanings give in the Buy American ActTrade AgreementsBalance of Payments Program clause of this solicitation.
(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are no offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.
(c) Certifications.
(1) The Offeror certifies that-
(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and
(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
(2) The Offeror must identify all end products that are not domestic end products.
(i) The Offeror certifies that the following supplies qualify as "U.S. made end products" but do not meet the definition of "domestic end product":
(insert line item number)
(ii) The Offeror certifies that the following supplies are qualifying country end products:
(insert line item number) (insert country of origin)
(iii) The Offeror certifies that the following supplies qualify as designated country end products:

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AUG/1992

Name of Offeror or Contractor:

K-21

(insert line item number)	(insert country of origin)	
(iv) The Offeror certifies that the following	lowing supplies qualify as Caribbean Basin country end products	s:
(insert line item number)	(insert country of origin)	
(v) The Offeror certifies that the follo	owing supplies quality as NAFTA country end products:	
(insert line item number)	(insert country of origin)	
(vi) The following supplies are other no	ondesignated country end products.	
(insert line item number)	(insert country of origin)	
	[End of Provision]	

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term <u>supplies</u> is defined in the Transportation of Supplies by Sea clause of this solicitation.

REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

(b) Representation. The Offeror represents that it--

252.247-7022

- [] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- [] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

[End of Provision]

K-22 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001 (TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website: http://www.ccr2000.com/

CO	NTINUATION SHEET	Reference No. of Document Being	Continued	Page 40 of 54
COI	THINUALIUN SHEEL	PHN/SHN DAAE07-02-R-M100	MOD/AMD	
Name of Offe	eror or Contractor:			1
K-23	52.215-4005 MINIMUM . (TACOM)	ACCEPTANCE PERIOD		OCT/1985
ERIOD, as us		dard Form 33 (the front page of this solic the number of calendar days available to t to of offers.		
(b) The	Government requires a minim	nm acceptance period of sixty (60) calenda	r days.	
(c) In equirement.	the space provided immediate	y below, offers may specify a longer acce	ptance period than the (Government's minimum
The	offeror allows the following	g acceptance period: cale	ndar days.	
(d) An	offer allowing less than the	Government's minimum acceptance period ma	y be rejected.	
		[End of Provision]		
		[BRG OF FIGVISION]		
K-24	52.215-4010 AUTHORIZ	ED NEGOTIATORS		JAN/1998
Please i	dentify, below, the represen	atives that are authorized to negotiate o	n your organization's bo	ehalf with the Governme
		s or request for information:		
		PERSONS AUTHORIZED TO NEGOTIATE		
	NAME	TITLE	TELEPHONE NUMBER	
				_
				-
		[End of Provision]		
		[End of Flovision]		
K-25	52.223-4002 USE OF C	LASS I OZONE-DEPLETING SUBSTANCES (CIODS)		DEC/1993
(a) Def	initions.			
(1)	Class I Ozone-Depleting Su	ostances (CIODS) refers to the class of s	ubstances identified in	Section 602(a) of the
ir Act, (42	U.S.C. 7671a(a)), as reprodu	ced below:		
	(i) chlorofluorocarbo	1-11 (CFC-11)		
	(ii) chlorofluorocarbo			
	(iii) chlorofluorocarbo	n-13 (CFC-13)		
	(iv) chlorofluorocarbo			
	(v) chlorofluorocarbo			
	(vi) chlorofluorocarbo			
	(vii) chlorofluorocarbo			
	(viii) chlorofluorocarbo: (ix) chlorofluorocarbo:			
	(x) chlorofluorocarbo			
	(xi) chlorofluorocarbo			
	(xii) chlorofluorocarbo			

(xiii) chlorofluorocarbon-215 (CFC-215)

halon-1211

(xiv)

(xv)

(xvi)

chlorofluorocarbon-216 (CFC-216)

chlorofluorocarbon-217 (CFC-217)

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[] have [] have not

(xvii)	halon-1301
(xviii)	halon-2402

(xix) carbon tetrachloride (xx) methyl chloroform (xxi) Methyl bromide

(xxii) hydrobromofluorocarbons (HBFCs)

(xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

- (2) <u>Directly requires the use of CIODS</u> means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.
- (3) <u>Indirectly requires the use of CIODS</u> means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.
- (b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.
- (c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.
- (1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.
- (2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.
 - (d) Please summarize your own review of our specification/technical data package, by completing the following:

(1)	Dui	ring	g our review o	of the	specification	or	technical	data	package	in	this	solicitation,	we
	[]	have										
	[]	have not										

found any direct requirements to use any CIODS. (If <u>have</u> is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

		Spec/Stan	dard	Required CIO	<u>DS</u>	Available?			
							_		
(2)	Further, in our	review of th	e specification	or technical	data packas	ge in this	solicitation,	we	
	f 1 1								

Substitute

found any indirect requirements to use any CIODS. (Offerors who check <u>have</u> above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Spec/Standard	Required CIODS	Substitute <u>Available?</u>

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available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

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- (f) If you checked <u>have</u> in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:
 - --One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.
- --The second price/offer, labeled <u>without CIODS</u>, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.
- (g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

K-26 52.245-4004 REPRESENTATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE JAN/1991 (TACOM)

The offeror represents that there:

[] is
 [] is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

[] will
 [] will not
 [] may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

[End of Provision]

K-27 52.247-4010 TRANSPORTATION DATA FOR F.O.B. ORIGIN OFFERS FEB/1994 (TACOM)

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

(NAME)

	(1)	Facili	ties for ship	pping by r	ail										
			are												
available	at t	he F.O.	B. point(s) s	stated in	this soli	citation.									
	(2)	If rai	ll facilities	are not a	vailable a	at the F.C).B. p	point(s),	the name	and	location of	the	nearest	team t	rack is:

(LOCATION)

Reference No. of Document Being Continued Page 43 of 54 **CONTINUATION SHEET** PIIN/SIIN DAAE07-02-R-M100 MOD/AMD Name of Offeror or Contractor: (3) Facilities for shipping by water [] are [] are not available at the F.O.B. point(s) stated in this solicitation. (4) Facilities for shipping by motor [] are [] are not available at the F.O.B. point(s) stated in this solicitation. (5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit: MOTOR:____ ____/Unit WATER:___ /Unit /Unit CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN. (b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment. (c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility. (d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE. [End of Provision]

(TACOM)

K-28

52.247-4011

F.O.B. POINT

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

SEP/1978

(1) Contractor's Plant:					
	(City)	(State)	(ZIP)	(County)	
(2) Subcontractor's Plant:					
	(City)	(State)	(ZIP)	(County)	

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: http://farsite.hill.af.mil/

[End of Provision]

	Regulatory Cite	Title	Date
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF	DEC/1999
		SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE	
		ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST,	
		DOD 5010.12-L	
L-2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-5	52.215-1	INSTRUCTIONS TO OFFERORSCOMPETITIVE ACQUISITION (ALTERNATE II)	MAY/2001
		(OCT 1997)	
L-6	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-7	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-8	252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998
L-9	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a $\underline{\textit{FIRM FIXED-PRICE}}$ contract resulting from this solicitation.

[End of Provision]

L-10 52.232-18 AVAILABILITY OF FUNDS

APR/1984

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

[End of Provision]

L-11 52.233-2 SERVICE OF PROTEST

AUG/1996

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command ATTN: AMSTA-AQ, Protest Coordinator Warren, MI 48397-5000 HQ, Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL

5001 Eisenhower Avenue Alexandria, VA 22333-0001

Facsimile number (703) 617-5680/617-4999

Voice number (703) 617-8176

 $\label{lem:minimum} \mbox{The AMC-Level protest procedures are found at: www.amc.army.mil/amc/command_counsel/protest/protest.html.}$

or

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

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[End of Provision]

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L-12 AFARS 1.602-

AVAILABILITY OF FUNDS FOR THIS ACQUISITION

JUN/1996

2(A)(II)(B)

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available.

[End of Provision]

L-13 52.233-4001 (TACOM)

HQ-AMC LEVEL PROTEST PROCEDURES

MAY/2000

- (a) <u>Policy</u>: A protest to an AMC forum is a <u>protest to the agency</u>, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.
 - (b) Agency Protest: An AMC Protest may be filed with either, but not both:
 - (1) The contracting officer designated in the solicitation for resolution of protests, or,
 - (2) HQ, AMC at the address designated below.
- (c) <u>Election of Forum</u>: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.
- (d) <u>Protest Decision Authority</u>: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.
- (e) <u>Time for Filing a Protest</u>: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.
- (f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.
 - (g) Processing of HQ, AMC-Level Protests:
 - (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Ave. Alexandria, VA 22333-0001

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures: http://www.amc.army.mil/amc/cc/protest.html

- (2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.
- (3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.
 - (4) The written decision will be binding on the Army Materiel Command and its contracting activities.
- (5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall

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be notified within 1 working day of the decision to grant the extension.

- (h) Effect of Protest on Award and Performance:
- (1) <u>Protests before award</u>: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).
- (2) <u>Protests after award</u>: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:
 - -- contract performance will be in the best interests of the United States; or
- -- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.
 - (i) Remedies: The HO, AMC Protest Decision Authority may grant any one or combination of the following remedies:
 - (1) terminate the contract;
 - (2) re-compete the requirement;
 - (3) issue a new solicitation;
 - (4) refrain from exercising options under the contract;
 - (5) award a contract consistent with statute and regulation;
 - (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
 - (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

L-14 52.204-4010 ELECTRONIC DATA INTERCHANGE (EDI) (TACOM)

DEC/1999

- (a) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DoD) Central Contractor Registry (CCR), including the completion of the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
 - (b) The CCR registration process may be done electronically at the World Wide Web (WWW) site:

http://www.ccr2000.com

The current list of DoD approved VANs is located at:

http://www.acq.osd.mil/ec/ecip/index.htm .

- (c) Registration and certification information, including information on the EDI 838 TPP must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.
 - (d) Information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (810) 574-7225.
- (e) Additional help is available to small businesses from Government funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is also at the following site:

http://www.ecrc.ctc.com

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L-15 52.211-4036 FORMAT OF THE TECHNICAL DATA PACKAGE (TDP) APR/2000 (TACOM)

- (a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.
- (b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM
AMSTA-CM-CDD (TDP Requests)
Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative: Terri McGregor at (810) 574-7058 or Rick Khouri at (810) 574-7064.

[End of Provision]

L-16 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL APR/2000 (TACOM) (NEGOTIATED)

- (a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.
 - (b) Definitions:
- (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
 - (2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.
- (3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
 - (4) "Remanufactured" means factory rebuilt to original specifications.
- (5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials
 - (6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.
- (c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.
 - (d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:
- (1) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (2) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.

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(3) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-17 52.211-4052

SOURCE NOTES ON DRAWINGS: CONFORMANCE TO MILITARY TECHNICAL DATA

NOV/1982

SEP/1999

(TACOM) REQUIREMENTS

Notwithstanding the fact that ordnance drawings furnished with this solicitation may list particular manufacturer part numbers as approved sources, or as being the same as, or equivalent to, the ordnance part described on the drawing, the item to be supplied under this solicitation must conform to all specific technical requirements expressed on such drawing(s). To the extent that there may be any inconsistency between a manufacturer's part number and specific technical requirements expressed on an ordnance drawing which references the manufacturer's part number, the specific technical requirements shall control and take precedence. Bidders shall bear the responsibility of verifying that the approved part as supplied will conform with all such specific technical requirements.

[End of Provision]

L-18 52.215-4003

HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES

(TACOM) (NON-US POSTAL SERVICE MAIL)

(a) All handcarried offers must be in electronic format in accordance with the instructions contained elsewhere in Section L of this solicitation.

(b) Handcarried offers, including offers delivered by express delivery services, shall be submitted to the depository at:

US Army Tank-automotive and Armaments Command Acquisition Center Bid Lobby - Building 231, AMSTA-CM-CDD East 11 Mile Road Warren, MI. 48397-0001

- (c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.
- (d) The external delivery envelope or wrapper must be marked with the solicitation number, the specific electronic medium on which the proposal is contained (i.e., 3 1/2" floppy disk, zip disk, CD ROM), and the date and time of the bid opening or closing. Each envelope should contain only one offer.
- (e) Directions to the TACOM Bid Lobby: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and enter the parking lot of the security building. Go into the security building and ask the guard for a bid lobby pass. Exit the security building parking lot by taking a right and then an immediate left. After about 100 feet, take another left and an immediate right into the building 231 parking lot. Find a visitor parking space and enter the building. Signs will direct you to the bid lobby.
- (f) Business hours for the Bid Lobby are from 7:30 AM until 4:00 PM, Monday through Friday. All handcarried offers must be timestamped by a Bid Lobby employee during business hours.
- (g) Handcarried offers not addressed as directed above, which do not reach the Bid Lobby on time for the scheduled solicitation opening or closing, shall be determined to be late in accordance with FAR provision 52.215-1, <u>Instructions to Offerors--Competitive Acquisitions</u>, or FAR 52.214-7, <u>Late Submissions</u>, <u>Modifications</u>, and <u>Withdrawals of Bids</u>.

[End of Provision]

L-19 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is

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protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of provision]

L-20 52.215-4850

ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION

JUL/2001

(TACOM)

- (a) You must submit your offer via paperless electronic media (See Paragraph (b) below.). Offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:
- (1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
 - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.
- (4) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

- (b) Acceptable media: You must submit your offer via 100 megabyte or 250 megabyte Zip*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.
- (1) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition", listed in Section L. Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language in Block 9 of the SF 33 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required).
- (2) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".
- (3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. DO NOT <u>FAX</u> OFFERS TO THE BUYER. SIMILARLY, DO NOT <u>ADDRESS</u> THE FAX TO THE BUYER. YOU MUST ADDRESS THE FAX TO THE ATTENTION OF offers@tacom.army.mil AS THIS IS THE LOCATION WHERE YOUR FAX MUST BE RECEIVED. THE COVER PAGE OF THE FAX MUST CLEARLY INDICATE THAT THE FAX SHOULD BE SENT TO offers@tacom.army.mil.

Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

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Please select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 or 250 megabyte $Zip^*-disk\ AND\ e-mail.$

- (c) Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.215-1, "Instructions to Offerors-Competitive Acquisition", listed in Section L of this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.
- (d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM before the closing date. Contact the buyer identified in Block 10 of the SF33 solicitation cover sheet to arrange a means of providing it. Passwords used only for the purpose of write protecting files need not be provided.
 - (e) Electronic offers must include, as a minimum:
- (1) The SF33 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per (b)(1) above, this SF 33 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph (b)(1) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 33 cover sheet. E-mailed offers must also include a signed SF 33 cover sheet that can be either faxed or scanned. If faxed to the TACOM Network Fax Server (1-586-574-5527), you must annotate that it is being submitted together with your e-mailed offer. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).
- (2) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (http://contracting.tacom.army.mil/mastersol/sectionk.htm). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.
 - (3) A statement of agreement to all the terms, conditions, and provisions of this solicitation.
 - (4) Any other information required by the solicitation.
 - (f) Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.
- (g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

*Registered trademark

[End of Provision]

L-21 52.219-4003 HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS JUN/1997 (TACOM)

- (a) Procurement Technical Assistance Centers (PTACs). The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.
 - (b) PTACs provide their clients with...
 - marketing advice
 - information on sales opportunities and partnering prospects
 - help with preparing offers
 - matching your firm's services and products to Government requirements
 - copies of Government specifications (sometimes for a fee) $% \left(1\right) =\left(1\right) \left(1\right)$
 - post-award guidance
 - referrals to other business assistance resources
 - newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs
 - (c) To find the PTAC nearest you, visit http://www.dla.mil.ddas.default.htm on the World Wide Web.

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L-22 52.219-4005 SUBMISSION OF SUBCONTRACTING PLAN FEB/1999 (TACOM)

- (a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.
- (b) TACOM will require a copy of such subcontracting plan. Large businesses may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.
- (c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.
- (d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.

[End of Provision]

- L-23 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM AUG/1999 (TACOM)
- (a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.
- (b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).
 - (c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.
- (d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM AMSTA-AQ-C (Ms. Shepherd) Warren, MI 48397-5000

shepherl@tacom.army.mil

(586) 574-6597 or 6547

- (e) If you contact Ms. Shepherd, please provide her with the following information:
 - (1) TACOM solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;
 - (4) Summary of your discussions with the buyer/PCO.
- (f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would

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apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Ave. Alexandria, VA 22333-0001

Voice Phone: (703)-617-8176
Fax Phone: (703)-617-4999 or 5680.

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

www.amc.army.mil/amc/command_counsel/protest/protest.html

[End of Provision]

L-24 52.246-4051 OFFEROR'S QUALITY ASSURANCE SYSTEM (TACOM)

FEB/1998

- (a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.
- (b) To allow TACOM to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. Section E of this solicitation includes a clause that asks you to identify what quality-assurance system you will use if awarded a contract.
- (1) If you indicate in Section E of this solicitation that your quality system conforms to one of the ISO 9000-series standards, or to QS 9000, or to ANSI/ASQ 9001 or 9002, this is a sufficient description: you need not further describe your quality system in your response to the solicitation.
- (2) If your quality system does not conform to any of the standards listed in (b)(1) immediately above, then in addition to identifying in Section E of this solicitation the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed inhouse. (Note, however, that if the quality system you intend to use is one that conforms to MIL-Q-9858, MIL-I-45208, or another comparable military specification or standard, you don't need to send us a copy of the standard: just identify in Section E of your offer which standard you intend to use).
 - (3) If you provide a description of your quality system, make sure that your description covers how your system:
 - --achieves defect prevention, and
 - --provides process control, and
 - --ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

- (c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.
- (d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

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SECTION M - EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
M-1	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
M-2	52.247-47	EVALUATIONF.O.B. ORIGIN	APR/1984
M-3	52.247-4001	METHOD OF EVALUATION OF TRANSPORTATION FOR F.O.B. ORIGIN OFFERS	MAR/2002
	(TACOM)		

- (a) For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are:
 - in effect (or the lowest rates that will become effective before the expected date of initial shipment), and
- on file or published with the Transportation Officer by the date of bid opening (or by the closing date specified for requests for proposals), and
 - for the Government selected method of shipment, and
 - based upon the following freight classification:

UFC: 6000 ITEM: 66690 NMFC: 100 ITEM: 131820

[End of Provision]

M-4 52.247-4457 EVALUATION OF TRANSPORTATION COSTS FOR LONG TERM CONTRACTS MAR/2002 (TACOM)

We do not know the quantity and destination requirements that will apply during the term of this Contract. To determine the low offeror, we will evaluate those transportation costs that apply to a quantity of 2,818 each, including any option quantities, by using the methodology described in the Section M clause entitled "Evaluation--FOB Origin" (FAR 52.247-47). The quantity delivery rate the Government identified in Paragraph (b)(3) of Section F's clause 52.242-4457 entitled "Delivery Schedule for Delivery Orders" will be used in our evaluation. We will use the following estimated quantities, exculding any Foreign military Sales (FMS) portion (if any), to the listed tentative destinations in conducting our evaluation:

100% TO BR4

[End of Provision]

M-5 52.209-4011 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD JAN/2001 (TACOM)

- (a) We'll award a contract to the offeror that:
 - (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified in Section M, \underline{and}
 - (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
 - (3) meets all the responsibility criteria at FAR 9.104.
- (b) To make sure that you meet the responsibility criteria at FAR $9.104\ \mathrm{we}$ may:
 - (1) arrange a visit to your plant and perform a preaward survey;
 - (2) ask you to provide financial, technical, production, or managerial background information.
- (c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

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(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

M-6 52.216-4006 METHOD OF PRICE EVALUATION (TACOM)

OCT/2001

- (a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.
- (b) If this solicitation contains quantities to be shipped FOB Origin, transportation cost will be evaluated as specified in the EVALUATION OF TRANSPORTATION COSTS provision elsewhere in this Section, and award will be made to the responsible offeror whose offer represents the lowest evaluated price including transportation costs, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.